



**Montana Fish,
Wildlife & Parks**

**STATE OF MONTANA
INVITATION FOR BID
(THIS IS NOT AN ORDER)**

IFB Number: 090157		IFB Title: Region 5 Vault Latrine Septic Pumping Services	
IFB Due Date and Time: March 4, 2009 2 p.m., Local Time		Number of Pages: 11	
ISSUING AGENCY INFORMATION			
Purchasing Officer: RICK DORVALL		Issue Date: 2/13/09	
Fish Wildlife and Parks Purchasing Unit 930 Custer Ave PO Box 200701 Helena, MT 59620-0701		Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://www.fwp.mt.gov	
INSTRUCTIONS TO BIDDERS			
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."		Mark Face of Envelope/Package: IFB Number: 090157 IFB Due Date: 3/4/09	
		Special Instructions: Pricing must include all equipment, fuel, mob, de-mob and other operating costs	
Alternate Bids: Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."			
BIDDERS MUST COMPLETE THE FOLLOWING			
Payment Terms: Net 30 days			
Bidder Name/Address:		Authorized Bidder Signatory: (Please print name and sign in ink)	
Bidder Phone Number:		Bidder FAX Number:	
Bidder Federal I.D./Social Security Number:		Bidder E-mail Address:	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS			

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.



**Montana Fish,
Wildlife & Parks**

OVERVIEW:

The STATE OF MONTANA, Department of Fish, Wildlife and Parks, (FWP), (hereinafter referred to as “the State”) is seeking a vendor to provide latrine septic pumping services at various Fishing Access Sites and State Parks throughout the Region 5 Management area. A more detailed description of services sought for this IFB is provided in the following specifications.

1.0 On Site Requirements:

- The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work.
- The Contractor shall be responsible for all damages or injury due to their action or neglect.
- The Contractor shall maintain access to all phases of the contract pending inspection by FWP or their representative.
- All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.
- The Contractor shall respond within seven (7) calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the owner may have the work corrected at the expense of the Contractor.

2.0 Specifications For Work and Clean Up

- All work will be done in accordance with acceptable practices outlined by the respective City-County Health Departments as well as the State of Montana.
- A current State of Montana Septic License is required.
- Latrine and septic pumping will be done on an “AS NEEDED” basis; the specific number and location of the latrines to be pumped will be determined by FWP. Some locations may require service several times during the term of the contract. Visitor usage will determine the actual number of visits needed to be made by the Contractor. THERE WILL BE NO GUARANTEE AS TO NUMBER OF VISITS OR TOTAL CONTRACT AMOUNT.
- Contractor must have a pump truck with a minimum capacity of 3000 gallons. Allowing the ability to pump numerous latrines on one run saving time and expense.

- Response time for the pumping must be no more than five (5) days after notification
- All trash must be removed from the vaults and properly disposed of, off site by the Contractor.
- Latrine pumping must be done at the rear hatch openings when ever possible. FWP will furnish a key for this access. If pumping is required by removing the interior riser the Contractor must take care in removing the riser and protect the seat cover from being damaged or scratched. Contractor will be responsible to replace any seat or riser that is damaged during this removal.
- The solids and liquid level must be pumped out as low as possible so that no more than 4 inches or less of liquid remains in each vault or septic. This may require the Contractor to back flush the vaults so all solids are removed.
- The Contractor will be required to leave the interior of the latrines clean and in a disinfected condition. This includes floors, seats, risers, doors and walls of the latrine. Latrine will be required to be in a clean useable condition immediately for the public once the service is complete.
- The Contractor shall keep the outside premises free of debris and accumulation of waste. Any spillage must be properly cleaned up by the Contractor prior to leaving the site.
- Once pumping is completed, notification of FWP is required by telephone the next day of the completed service.
- Payment will require an invoice from the Contractor upon completion of each requested pumping job. The invoice must detail the hours spent on each latrine and the location of the latrine or septic. Invoice to be sent to FWP liaison.
- Contractor must be able to provide proof of liability insurance and either Independent Contractor Exemption Certificate or Proof of Workers Compensation Insurance to FWP Purchasing Officer before contract can be executed.

Special Site Requirements: Vendors are encouraged to visit the job sites to become fully aware of the conditions relating to the requirements. Failure to do so will not relieve the successful vendor of their obligations to furnish all equipment, product and labor necessary to carry out the provisions of the contract. Contractor shall make all necessary arrangements to protect the work, adjacent property and the public in all phases of work. The selected Contractor(s) will be required to keep the sites free from debris and accumulation of waste as well as remove all equipment, tools and materials upon job completion.

3.0 BIDDING/CONTRACT REQUIREMENT

- Contract may be split by drainage between providers due to distances involved for most cost effective means for the State.
- Bidders must bid on a site-by-site basis.
- Bidder must provide at least three (3) references of previous septic contracts. References should include location, contact name, phone number and contract period.
- The State reserves the right to accept or reject any or all bids, to waive informalities and technicalities, to accept the most advantageous to the agency.
- The State reserves the right to change number of locations depending on budget restrictions. Some sites may not be serviced or new sites may be added.

Termination:

This contract can be terminated if Contractor fails to follow all the required specifications outlined. Fourteen days written notice from the Contractor or FWP will be needed describing the circumstance if either party decides to terminate.

Compensation:

FWP will make a monthly payment net 30 days after completion of services and receipt of properly submitted invoice.

Contract Renewal:

The contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for up to five (5) years depending on bids. Contract extensions are based on legislative appropriations and contract may be terminated at any time during the contract period.

Cost increases by Mutual Agreement:

After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. If both parties cannot agree upon cost increase, contract will terminate at the end of the current term.

Additional Application Requests:

Periodically due to regional management needs, additional or new areas may need serviced above and beyond the basic contract request. This contract would allow for those additions and the price charged per request would be negotiated with the Contractor if this should occur.

4.0 COST PROPOSAL

Cost for services must include all expenses associated with performing the service.

***FAS-FISHING ACCESS SITE**

***SP- STATE PARK**

Site	Qty at Site	Gal. Capacity	Location	Price Per Hour (Must Include all Expenses)	Total Est. Time to Site and Pumping
Big Horn Upper & Lower Drainage					
Arapooish FAS	2	1050 ea	1 Mile East of Hardin on HWY 47, Then 2 Miles East on County Rd.		
Big Horn FAS	2	1050 ea	29 Miles South of Hadin on HWY 313		
Manuel Lisa FAS	1	1050	6 Miles East of Custer on Frontage Rd		
Two Leggings FAS	1	1050	8 Miles South of Hardin on HWY 313		
Grant Marsh FAS	1	1050	7 Miles North of Hardin on HWY 47, Then 1 Mile East on County Road		
General Custer FAS	1	1050	13 Miles North of Hardin on HWY 47		
Mallards Landing FAS	1	1050	5 Miles North of St. Xavier on HWY 313		
Boulder Drainage					
Big Rock FAS	1	1050	4 miles South of Big Timber		
Boulder Forks FAS	1	1050	17 Miles South of Big Timer on HWY 298		
Stillwater Drainage					
Absaroka FAS	1	1050	1.5 Miles West of Absarokee on HWY 420 Johnson Co. Road		
Buffalo Jump FAS	1	1050	21 Miles SW of Absarokee on HWY 419		
Castlerock FAS	2	1050 ea	23 Miles West of Absarokee on HWY 420		

Morraine FAS	1	1050	24 Miles West of Absarokee on HWY 420
Cliff Swallow FAS	1	1050	10 Miles East of Absarokee on HWY 420
Firemans Point FAS	1	1050	2 Miles SW of Columbus on HWY 78 then 1/2 Mile West on County Road
Swinging Bridge FAS	1	1050	6 Miles SW of Columbus on HWY 78 then 1 Mile West on Gravel Road
Whitebird FAS	2	1 ea 1050, 1 ea Steel Tank 630	6.5 Miles South of Columbus on HWY 78 Then 1/2 Mile NW on Gravel Road
Rosebud Isle FAS	1	1050	3 Miles South of Absarokee on HWY 78 Then 3 Miles SW on HWY 419 to Fishtail
Rock Creek Drainage			
Beaver Lodge FAS	1	1050	6 Miles North of Red Lodge on HWY 212 at Milepost 72
Horsethief Station FAS	1	1050	3 Miles North of Red Lodge on HWY 72
Bull Springs FAS	1	1050	7 Miles North of Red Lodge on HWY 212 Then 1/4 Mile East on County Road
Water Birch FAS	2	1050 ea	9 Miles North of Red Lodge on HWY 212 at Milepost 79
Upper Yellowstone Drainage			
Bratten FAS	1	1000	16 Miles East of Big Timber on I-90 Then 2 Miles East on Frontage Road
Pelican FAS	1	1050	1 Mile NE of Greycliff on County Road
Otter Creek FAS	1	1050	2 Miles North of Big Timber on HWY 191 Then 1/2 Mile East on Howie Road
Buffalo Mirage FAS	1	1050	7 Miles East of Laurel on I-90 to Park City Exit Then 6 Miles SE on County Road
Duck Creek FAS	1	1050	I-90 Exit 443 S to Frontage Road Then 2 Miles West to Duck Creek Road Then South 1.3 Miles Turn Left and Proceed .7 Miles
Greybear FAS	2	1050 ea	I-90 Exit 392 North to Frontage Road Then 5 Miles West Turn Right at Dehart Exit
Indian Fort FAS	2	1050 ea	I-90 Exit 392 North to Frontage Road Then North 1/2 to First Left After Crossing Bridge

Mussel Shell Drainage

Deadman's Basin FAS	5	1050 ea	20 Miles East of Harlowton on HWY 12 to Milepost 120 Then 1 Mile North
Selkirk FAS	1	1050	19 Miles West of Harlowton on HWY 12
Harlowton FAS	1	1050	Harlowton/ Big Timber Cutoff

State Parks

Lake Elmo SP	1	1050	In Billings Take US 87 North to Pemberton Lane Then 1/2 Mile West
Pictograph Cave SP	1	1050	In Billings Take Lockwood Exit from I-90 Then 7 Miles South on County Road
Cooney SP	6	1050 ea	22 Miles SW of Laurel on US HWY 212 Then 5 Miles West of Boyd on County Rd
Chief Plenty Coup SP	2	1050 ea	1 Mile West of Pryor

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

Debarment: Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.